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Attorneys for Trans Bay Cable LLC

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

**PG&E CORPORATION,
-and-**

PACIFIC GAS AND ELECTRIC COMPANY.

Debtors.

- Affects PG&E Corporation
 - Affects Pacific Gas and Electric Company
 - Affects both Debtors

* All papers shall be filed in the Lead Case,
No. 19-30088 (DM).

Bankruptcy Case
No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administered)

**DECLARATION OF LENNEAL
GARDNER IN SUPPORT OF
OBJECTION OF TRANS BAY CABLE
LLC TO PROPOSED CURE AMOUNT
IN CONNECTION WITH SPECIAL
AGREEMENT FOR UNMETERED
ELECTRICAL SERVICE**

[Hearing Date TBD]

I, Lenneal Gardner, hereby declare as follows:

1. I am employed as in-house corporate counsel for Trans Bay Cable LLC (“TBC”), a subsidiary of NextEra Energy Transmission, LLC.

2. The facts set forth in this declaration are based upon my personal knowledge or my review of relevant documents. If called upon to testify, I would testify to the facts set forth in this declaration.

3. Attached hereto as Exhibit 1 is a true and correct copy the *Special Agreement for Unmetered Electrical Service – Limited Exception*, dated August 7, 2017 (the “Special Agreement”), by and between TBC and Pacific Gas and Electric Company (“PG&E”).

4 4. Attached hereto as Exhibit 2 is a true and correct copy of that certain *Amendment to*
5 *Special Agreement for Electrical Service – Limited Exception*, executed on or about August 21,
6 2017.

7 5. On or about January 25, 2019, I sent a letter to Alyssa Koo of PG&E regarding
8 TBC's request for a refund of payments made under the Special Agreement. A true and correct
9 copy of that letter is attached hereto as Exhibit 3.

10 I declare under penalty of perjury under the laws of the United States, pursuant to section
11 1746 of title 28 of the United States Code, that the foregoing is true and correct and I executed this
12 declaration on May 14, 2020 at San Francisco, California.

/s/ Lenneal Gardner

Lenneal Gardner

EXHIBIT 1

**SPECIAL AGREEMENT
FOR
UNMETERED ELECTRICAL SERVICE – LIMITED EXCEPTION**

**BETWEEN
TRANS BAY CABLE LLC
AND
PACIFIC GAS AND ELECTRIC COMPANY**

FOR THE TRANS BAY CABLE TRANSMISSION LINE

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“PG&E”), and TRANS BAY CABLE LLC, a Delaware limited liability company (“TBC”) (either entity a “Party” or collectively the “Parties”) hereby enter into this agreement (“Agreement”) regarding the determination of retail electric charges for TBC’s Transmission Line (defined below).

RECITALS

Whereas, TBC constructed, owns, and operates a High Voltage Direct Current (“DC”) transmission line (the “DC Transmission Line”) between the PG&E Pittsburg Power Plant Substation and the PG&E Potrero Power Plant Substation.

Whereas, TBC has two converter stations, one which is located at 570 W 10th St., Pittsburg, CA in Contra Costa County and is connected to the PG&E electric system at 230kV (the “Pittsburg Converter Station”) and the other which is located 601 23rd St., San Francisco, CA in San Francisco County and is connected to the PG&E electric system at 115 kV (the “Potrero Converter Station”).

Whereas, TBC requires electric energy to support the converter equipment (“non-retail power”) and to provide the power needs of the supporting buildings and other non-transmission equipment (“retail power”), which is taken from the Transmission Line when it is energized.

Whereas, TBC has no generating facilities that interconnect directly to PG&E’s electrical system, therefore PG&E’s standby tariff is not applicable for service to TBC. Accordingly, the current rate schedule, Schedule E-19 (see http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_E-19.pdf), is applicable to the TBC Facilities (defined below).

Whereas, TBC has two retail Schedule E-19-P accounts with PG&E, one for the Pittsburg Converter Station, serviced under PG&E account number 6490430917, and the other for the Potrero Converter Station, serviced under PG&E account number 1592848224, where service under each account commenced on November 23, 2010.

Whereas, TBC may draw retail power either from PG&E's distribution system under TBC's two retail Schedule E-19-P accounts or from TBC's on-site diesel generators when the Transmission Line is not energized.

Whereas, there is no metering to separately measure the retail energy used at either Converter Station when the Transmission Line is energized, so the existing retail meters at either converter station do not fully and accurately capture the retail portion of the load under all operating conditions. Particularly, when the third winding of the transformer (tertiary line) is energized, usage that should be served by retail power is not separately metered.

Whereas, TBC and PG&E have reached an agreement regarding an appropriate methodology to determine energy costs owed to PG&E from TBC for any unmetered retail energy that is consumed by the Pittsburg Converter Station, Potrero Converter Station, and other buildings and related equipment that support the Transmission Line (collectively the "Facilities").

Whereas, as accurate usage data is not available, TBC and PG&E agree that PG&E would include an adder to TBC's Schedule E-19-P account bills for estimated consumption of retail power under PG&E's California Public Utilities Commission ("CPUC") Electric Rule No. 9, Section C.

NOW, THEREFORE, in consideration of the foregoing facts and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the covenants below:

TERMS AND CONDITIONS

1. TBC will continue to receive a separate electric bill from PG&E for each Converter Station on a monthly basis under schedule E-19-P Electrical Service.
2. Each monthly E-19-P electric bill will include an additional amount for the estimated unmetered usage as calculated in Paragraph 4 below ("Monthly Retail Adder"). This amount will be included in the monthly billing statement by adding charges for the estimated monthly unmetered usage (kWh) at each Converter Station, as described in Paragraph 4 below, to the charges for the measured monthly usage (kWh) of each E-19-P account. The E-19 rates are subject to change from time to time as a result of rate proceedings at the CPUC and FERC.
3. TBC and PG&E have agreed on the methodology and calculations used to determine the estimated retail load ("Estimated Retail Demand") for each converter station, as of the date of the agreement. These calculations are

shown on Attachment A to this Agreement. The retail load estimates were derived from analysis of all connected electrical equipment and their associated load factors at each converter station, exclusive of electrical equipment specifically designated for operation of the transmission line. As of the date of the agreement, the Estimated Retail Demand numbers are 92.48 kW for the Pittsburg Converter Station and 88.53 kW for the Potrero Converter Station. The Estimated Retail Demand numbers may change from time to time if there are changes to the unmetered retail loads at either converter station. TBC shall notify PG&E in writing within thirty (30) days of becoming aware of any material modification to the retail loads at either converter station. Within sixty (60) days of (a) TBC's notice to PG&E or (b) a written request by PG&E if PG&E has a reasonable basis to believe that either retail load has increased, the Parties shall review and agree in writing to updates to the calculation of the Estimated Retail Demand for each or either converter station. This review may require TBC and PG&E to perform a physical review of either converter station, a review of past TBC retail bills, and other appropriate inspections.

4. As of the Effective Date of this Agreement, the monthly energy charge that PG&E will bill TBC as an adder to its E-19-P energy bills, per Paragraph 2 above, shall be calculated as follows, as illustrated on the workpapers attached to this Agreement:
 - a. First, PG&E will calculate the total estimated unmetered monthly energy usage at each converted station ("Monthly Energy Usage"), which shall consist of 1/12th of the Estimated Retail Demand for each Converter Station.
 - b. Second, PG&E will calculate a "Modified Monthly Energy Usage" by subtracting a "Monthly Outage Allowance" from the "Monthly Energy Usage." The Monthly Outage Allowance shall consist of 1/12th of the total kwh for 11 days to allow for an estimated period of time when either the Transmission Line would not be energized, so retail power usage would be fully metered at the existing PG&E distribution meters, or TBC backup generators would operate to serve the estimated unmetered load.
 - c. Third, PG&E will allocate the Modified Monthly Energy Usage to the time-of-use periods defined in the appropriate PG&E retail rate Schedule (Schedule E-19 as of the Execution Date), based upon TBC's historical usage patterns, and then multiply that usage by the appropriate current PG&E retail rate (the E-19-Transmission rate as of the Execution Date) as published in PG&E's tariffed rate schedule, to arrive at the "Monthly Retail Adder" for each Converter Station.
 - d. As of the execution date of this Agreement, the Modified Monthly Energy Usage is 65,474 kWhs for the Pittsburg Converter Facility, initially amounting to a Monthly Retail Adder of approximately

\$8,000.00; and 62,681 kWhs for the Potrero Converter Facility, initially amounting to a Monthly Retail Adder of approximately \$7,500.00.

These amounts are subject to change pursuant to Paragraphs 2 and 3, above.

5. On each anniversary of the Effective Date of this Agreement, TBC may request an adjustment to the prior 12 months' Monthly Retail Adders. TBC must notify PG&E within 30 days of the anniversary or forfeit such adjustment. Such a request shall include documentation showing the hours that the Transmission Line was not energized and/or the hours that the backup generators operated in a manner to serve the unmetered retail load (collectively "Adjustment Hours"). PG&E shall make an adjustment when the cumulative annual total of Adjustment Hours for either Converter Station exceeds 264 hours (11 days x 24 hours). TBC will keep operating logs to validate the two operating scenarios that produce "Adjustment Hours" that qualify for the adjustment. TBC will make these logs available to PG&E before any such adjustment is calculated. To perform the adjustment calculation, PG&E will multiply the "Adjustment Hours" in excess of 264 for each Converter Station by the agreed-upon estimated demand at each respective Converter Station by the effective average E-19P rate at the time of adjustment.
6. This Agreement shall become effective upon the later of 1) final approval by the Federal Energy Regulatory Commission ("FERC") of the Offer of Settlement or Settlement in FERC Docket No. ER16-2332-000; or 2) final approval by the California Public Utilities Commission of this Agreement ("Effective Date").
7. Termination of this Agreement shall occur upon the earliest of 1) the billing cycle after the installation of adequate metering to accurately capture all retail loads; or 2) termination of the Schedule E-19-P accounts for the Pittsburg and Potrero Converter Stations without equivalent replacement or successor accounts.
8. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to, any third party.
9. This Agreement may be amended or modified only by a written instrument signed by the authorized representatives of both Parties.
10. Any undertaking by either Party under any provision of this Agreement is rendered strictly as an accommodation and shall not constitute the dedication by either Party of any or all of its facilities to the other, the public, or any third party.

11. By entering into this Agreement with TBC, PG&E does not commit itself to furnish any like or similar undertaking to any other person.
12. This Agreement establishes no precedent with regard to any other entity or agreement. Nothing contained in this Agreement shall establish any rights to or precedent for other agreements as may exist, now or in the future, between PG&E and TBC for the provision of any form of electric service. Additionally nothing contained in this Agreement shall create any relationship of partnership or agency between PG&E and TBC.
13. Under this Agreement, neither Party undertakes to provide or make available any transmission service, distribution service, ancillary services, control area services, or any other services not explicitly set forth herein using any part of either Party's electric facilities or any other facility, whether owned by a Party or a third party.
14. All notices or communications herein provided to be given by either Party to the other shall be deemed to have been duly given if delivered by electronic facsimile transmission with confirmed receipt, or when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

To PG&E:

Mail Code B8Q; P.O. Box 770,000 San Francisco CA 94177
Attn: Tariff Interpretation

To TBC:

Trans Bay Cable LLC; One Letterman Dr., Bldg. C, 5th Fl.,
San Francisco, CA 94129
Attn: Legal Department

15. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its financing providers and the financing provider(s) shall assume the payment and performance obligations provided under this Agreement with respect to the transferring Party provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request.

16. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflict of law. To the extent enforceable at such time, each Party waives its respective rights to any jury trial with respect to any litigation.
17. Unless otherwise expressly ordered by the California Public Utilities Commission, this Agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.
18. If any provision in this Agreement is determined to be invalid, void, or unenforceable by the California Public Utilities Commission or any court having proper jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.
19. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail ("email") transmission of a PDF file will be deemed as effective as delivery of an originally executed counterpart. Each Party delivering an executed counterpart of this Agreement by facsimile or email transmission will also deliver an original executed counterpart, but the failure of any Party to deliver an original executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.
20. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Except to the extent provided for, no amendment to or modification of this Agreement shall be enforceable unless reduced to writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. The term "including" when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below ("Execution Date")

PACIFIC GAS AND ELECTRIC COMPANY

By:



Name: Aaron August

Title: Director, Business Energy Solutions

Date: 8/7/17

TRANS BAY CABLE LLC

By:



Name: Sean O'Reilly

Title: Chief Operating Officer

Date: _____

3. ATTACHMENTS

Worksheet showing determination of unmetered load.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below ("Execution Date")

PACIFIC GAS AND ELECTRIC COMPANY

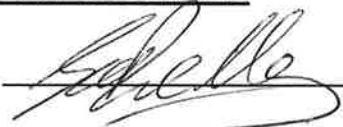
By: _____

Name: Aaron August

Title: Director, Business Energy Solutions

Date: _____

TRANS BAY CABLE LLC

By:  _____

Name: Sean O'Reilly

Title: Chief Operating Officer

Date: 8/7/17

3. ATTACHMENTS

Worksheet showing determination of unmetered load.

TRAN BAY CABLE LLC - ANALYSIS OF RETAIL ELECTRIC CHARGES**Potrero Trans Bay Cable LLC**

TRAN BAY CABLE					
Name	LLC	Service ID	5830398579	Premise ID	7526104528
Address	325 23RD ST	Old Account		Status	0
City	SAN FRANCISCO	Account ID	5830398844	Rate Schedule **	E-19T= \$0.1242/kWh
Business Desc		Meter No.	104576048	Voltage	Transmission

Pittsburg Trans Bay Cable LLC

TRAN BAY CABLE					
Name	LLC	Service ID	5184759345	Premise ID	3972549834
Address	ST	Old Account		Status	0
City	PITTSBURG	Account ID	5184759750	Rate Schedule **	E-19T= \$0.1242/kWh
Business Desc		Meter No.	1004449386	Voltage	Transmission

Annual Calculated UnMetered Retail Power Usage						
System	TBC Designation	Rated Power (kW)	Fixed Load Factor	Power Demand (kW/H)	Annual Operational ***	Fixed Rate Per kWh ***
HVAC Spare Part Room, Indoor Unit	=11U71_FCU19	13.00	0.70	9.10	8,496.00	\$9,603.18
HVAC Spare Part Room, Outdoor Unit	=11U71_PAC19	14.00	0.70	9.80	8,496.00	\$10,341.89
Building Services in Conv. Building	=1OND01+ND01	126.30 *		39.70	8,496.00	\$41,894.15
Building Services in Operations Build.	=1OND02+ND01	51.60 *		33.88	8,496.00	\$25,752.34
Pittsburg Monthly Totals (ADDER)		145,059.20 *		65,474.42	708.00	0.1242
Rittsburg Annual Totals		1,740,850.40 *		785,593.09	8,496.00	\$97,591.57
HVAC Spare Part Room, Indoor Unit	=21U71_FCU19	13.00	0.65	8.45	8,496.00	\$8,917.24
HVAC Spare Part Room, Outdoor Unit	=21U71_PAC19	14.00	0.65	9.10	8,496.00	\$9,603.18
Building Services in Conv. Building	=2OND01+ND01	100.10 *		39.25	8,496.00	\$41,419.27
Building Services in Operations Build.	=2OND02+ND01	50.40 *		31.73	8,496.00	\$23,488.73
Potrero Annual Totals (ADDER)		125,670.00 *		62,881.36	708.00	0.1242
Potrero Annual Totals		1,508,000.00 *		752,176.37	8,496.00	\$93,428.43
Total Monthly Retail Power Usage Pittsburg+Potrero		270,739.20	*	125,155.79	8,496.00	0.1242
Total Annual Retail Power Usage Pittsburg+Potrero		3,248,870.40	*	1,537,869.46	8,496.00	0.1242
\$191,020.00						

* See Individual Load Factors broken down on station sheets.

** Fixed rate = E-19T Transmission rate [$\$0.11448/\text{kWh} \times 1.085 (8.5\% \text{ taxes})$] = **\$0.1242108/kWh**

*** 8760 hrs - (11 DAYS FOR MAINTENANCE X 24 H/DAY) = 8496 hours/year

Cell H29 = 708 HOURS is the monthly operating hours

PITTSBURG DESIGN LOADS PER SIEMENS SPECIFICATIONS

Auxiliary Power Loads					
System	TBC Designation	Rated Power	Load Factor	Power Demand	
Converter Cooling System	=11U61 +UT1	429.00	0.95	408.00	
Converter Hall Chiller System 1	=11U71 -CH11	136.00	1.00	136.00	
Converter Hall Chiller System 2	=11U71 -CH12	136.00	0.00	0.00	
Converter Hall Ventilation System	=11U71 +IX1	68.00	1.00	68.00	
Converter Transf. Phase L1, Cooling	=11T01.11 +GH009	11.00	1.00	11.00	
Converter Transf. Phase L2, Cooling	=11T01.11 +GH009	11.00	1.00	11.00	
Converter Transf. Phase L3, Cooling	=11T01.11 +GH009	11.00	1.00	11.00	
Share Converter Transf.	=11T01.SP +GH009	6.00	0.50	3.00	
HVAC Aux. Pwr. Room 1, Indoor Unit	=11U71 -FCU11	12.00	1.00	12.00	
HVAC Aux. Pwr. Room 1, Outdoor Unit	=11U71 -PAC11	14.00	0.90	13.00	
HVAC Aux. Pwr. Room 1, Indoor Unit	=11U71 -FCU12	12.00	0.00	0.00	
HVAC Aux. Pwr. Room 1, Outdoor Unit	=11U71 -PAC12	14.00	0.00	0.00	
HVAC Aux. Pwr. Room 2, Indoor Unit	=11U71 -FCU13	12.00	1.00	12.00	
HVAC Aux. Pwr. Room 2, Outdoor Unit	=11U71 -PAC13	14.00	0.90	13.00	
HVAC Aux. Pwr. Room 2, Indoor Unit	=11U71 -FCU14	12.00	0.00	0.00	
HVAC Aux. Pwr. Room 2, Outdoor Unit	=11U71 -PAC14	14.00	0.00	0.00	
HVAC C&P Room, Indoor Unit	=11U71 -FCU15	8.00	1.00	8.00	
HVAC C&P Room, Outdoor Unit	=11U71 -PAC15	9.00	0.90	8.00	
HVAC C&P Room, Indoor Unit	=11U71 -FCU16	8.00	0.00	0.00	
HVAC C&P Room, Outdoor Unit	=11U71 -PAC16	9.00	0.00	0.00	
HVAC Cooling Room, Indoor Unit	=11U71 -FCU17	13.00	1.00	13.00	
HVAC Cooling Room, Outdoor Unit	=11U71 -PAC17	14.00	0.90	13.00	
HVAC Cooling Room, Indoor Unit	=11U71 -FCU18	13.00	0.00	0.00	
HVAC Cooling Room, Outdoor Unit	=11U71 -PAC18	14.00	0.00	0.00	
HVAC/C Spare Part Room, Indoor Unit	=11U71 -FCU19	13.00	1.00	13.00	
HVAC/C Spare Part Room, Outdoor Unit	=11U71 -PAC19	14.00	0.90	13.00	
Battery Charger					
	=10NK11-G11	35.00	0.20	7.00	
	=10NK21+G11	35.00	0.20	7.00	
Transformer 480 / 208 V (75 kVA)	=10NB01-T01	75.00	0.10	8.00	
Building Services in Conv. Building	=10ND01+N001	89.00	0.60	53.00	
Building Services in Operations Build.	=10ND02 + N001	58.00	0.60	35.00	
UPS for Control System **	=10NG01+NG01	5.00	0.00	0.00	
UPS for Control System **	=10NG02+NG01	5.00	0.00	0.00	
	Total				876.00

Operations Building Services Panel LA Circuit 1			
System	TBC Designation	Rated Power	Load Factor
TEL Board	1	0.4	1
FATC-1**	3	0.2	1
LC2	5	0.2	0.20
Server	7	1	1.00
Server	9	1	1.00
Receptacle	11	1.1	0.8
Receptacle	13	0.9	0.8
Receptacle	15	0.9	0.8
Fax/Copy	17	1	0.2
Fax/Copy	19	1	0.2
Fax/Copy	21	1	0.2
Receptacle	23	1.1	0.8
Receptacle	25	0.7	0.8
Receptacle	27	0.4	0.8
Refrigerator	29	1	0.8
Kitchen Receptacles	31	1	0.8
Kitchen Receptacles	33	1	0.8
Duct Smoke Detector	35	0.2	1
Spare	37	0	0.0
Spare	39	0	0.00
Spare	41	0	0.00
Lights	2	1.2	1
Lights	4	1	1
Lights	6	1	1
Lights	8	0.3	0.42
Wall Lights	10	0.3	0.42
	12	3.7	0.7
	14	3.7	0.7
PAC 40	16	3.7	0.7
	18	3.7	0.7
	20	3.7	0.7
PAC 41	22	3.7	0.7
	24	0.1	0.7
FCU 40	26	0.1	0.7
Attic Lights	28	1	0.01
	30	0.1	0.7
FCU 41	32	0.1	0.7
Attic Lights/Receptacle	34	1	0.01
	36	0.1	0.7
FCU 42	38	0.1	0.7
Attic Lights/Receptacle	40	1	0.01
Receptacles	42	0.5	0.8
Total	44.2	0.688974359	29.92

Operations Building Services Panel LA Circuit 2			
System	TBC Designation	Rated Power	Load Factor
Outside Receptacle	43	0.2	0.01
Kitchen Receptacle	45	1	0.80
Disposal	47	1	0.01
Ceiling Receptacle	49	0.5	0.01
Spare	51	0	0.005
Quad	53	0.4	1.00
	55	0.1	0.70
FCU 48	57	0.1	0.70
	59	0.1	1.00
G-50A	61	0.1	1.00
Spare	63	0	0
Spare	65	0	0
Spare	67	0	0
Spare	69	0	0
Spare	71	0	0
Spare	73	0	0
Spare	75	0	0
Spare	77	0	0
Spare	79	0	0
Spare	81	0	0
Spare	83	0	0
EWH-1	46	1	0.40
Spare	48	0	0
Spare	50	0	0
Siemens CUB	52	0.5	1.00
	54	0.1	0.70
FCU 43	56	0.1	0.70
	58	0.1	0.70
FCU 44	60	0.1	0.70
	62	0.1	0.70
FCU 45	64	0.1	0.70
	66	0.1	0.70
FCU 46	68	0.1	0.70
	70	0.1	0.70
FCU 47	72	0.1	0.70
	74	0.1	1.00
BCC 1	76	0.1	1.00
	78	0.1	1.00
BCC 2	80	0.1	1.00
Spare	82	0	0
Spare	84	0	0
Total	7.4	0.69	3.96

Converter Building Services Panel H					
System	Designation	Rated Power	Load Factor	Power Demand	
Site Pole Light	1	3	0.42	1.26	
Site Pole Light	3	3	0.42	1.26	
Site Pole Light	5	3	0.42	1.26	
Site Pole Light	7	3	0.42	1.26	
Site Pole Light	9	3	0.42	1.26	
Site Pole Light	11	3	0.42	1.26	
Site Pole Light	13	3	0.42	1.26	
Site Pole Light	15	3	0.42	1.26	
Wall Lights	17	3	0.42	1.26	
Wall Lights	19	3	0.42	1.26	
Converter Hall Lights	21	3	1.00	3	
Converter Hall Lights	23	3	1.00	3	
Spare	25	0		0	
Spare	27	0		0	
Spare	29	0		0	
Spare	31	0		0	
Spare	33	0		0	
Spare	35	0		0	
Spare	37	0		0	
Panel 'L1' (See Panel L1 Details)	39	0		0	
Spare	41	0		0	
Spare	2	0		0	
Spare	4	0		0	
Spare	6	0		0	
Spare	8	0		0	
Spare	10	0		0	
Spare	12	0		0	
Spare	14	0		0	
Spare	16	0		0	
Spare	18	0		0	
Spare	20	0		0	
Spare	22	0		0	
Spare	24	0		0	
Maintenance Socket	26	3	0.01	0.03	
Maintenance Socket	28	3	0.01	0.03	
Maintenance Socket	30	3	0.01	0.03	
Maintenance Socket	32	3	0.01	0.03	
Maintenance Socket	34	3	0.01	0.03	
Maintenance Socket	36	3	0.01	0.03	
Maintenance Socket	38	3	0.01	0.03	
Maintenance Socket	40	3	0.01	0.03	
Maintenance Socket	42	3	0.01	0.03	
Total	63	0.30	18.87		

Converter Building Services Panel L1 Circuit 1					
System	Designation	Irrigation Control	Designation	Rated Power	Load Factor
Gate A Panel			3	1.4	0.2
Spare			5	1.4	0.01
Spare			7	0	0
Gate C Panel			9	0	0
Gate B Panel			11	1.4	0.01
Valve Heater			13	1.4	0.01
Valve Heater			15	1.4	0.01
WP REC			17	1.4	0.01
WP REC			19	0.2	0
WP REC			21	0.2	0
WP REC			23	0.2	0.002
WP REC			25	0.2	0.002
WP REC			27	0.2	0.002
WP REC			29	0.5	0.005
WP REC			31	0.2	0.002
WP REC			33	0.2	0.002
WP REC			35	0.2	0.002
WP REC			37	0.2	0.002
WP REC			39	0.2	0.002
Spare			41	0	0
C&P RM Lights			2	1	1
C&P RM Lights			4	1	1
AUX PWR RM Lights			6	1	1
PUMP RM Lights			8	1	1
Exit Lights			10	0.2	0.2
Receptacles			12	0.9	0.72
Receptacles			14	1.1	0.88
Receptacles			16	1.3	1.04
Receptacles			18	0.5	0.4
Receptacles			20	0.2	0.16
BEF 1			22	0.5	0
BEF 2			24	0.5	0
Help Call Box			26	1	1
LCC1			28	0.2	0.2
WP REC			30	0.2	0.002
WP REC			32	0.2	0.002
Spare			34	0.2	0.002
Panel L2 (SEE Panel L2 breakdown)			36	0	0
Total	63	0.30	18.87	22.1	0.320526316
					8.911

Converter Building Services Panel L1 Circuit 2					
System	Designation	Rated Power	Load Factor	Power Demand	
Spare	43	0		0	
Power Gate D	45	1.2	0.01	0.012	
Power Gate D	47	1.2	0.01	0.012	
Power Gate A	49	1.2	0.01	0.012	
Power Gate A	51	1.2	0.01	0.012	
Receptacles	53	0.9	0.8	0.72	
Receptacles	55	0.7	0.8	0.56	
Thermostats	57	0.2	1	0.2	
Spare	59	0		0	
Thermostats	61	0.2	1	0.2	
Spare	63	0		0	
Spare	65	0		0	
Spare	67	0		0	
Spare	69	0		0	
Spare	71	0		0	
Spare	73	0		0	
Spare	75	0		0	
Spare	77	0		0	
Spare	79	0		0	
Spare	81	0		0	
Spare	83	0		0	
Spare	44	0		0	
DUCT Smoke DET	46	0.2	1	0.2	
Spare	48	0		0	
Spare	50	0		0	
Spare	52	0		0	
Spare	54	0		0	
Vesda Panel	56	0.2	1	0.2	
Spare	58	0		0	
Spare	60	0		0	
Spare	62	0		0	
Spare	64	0		0	
Spare	66	0		0	
Spare	68	0		0	
Spare	70	0		0	
Spare	72	0		0	
Spare	74	0		0	
Spare	76	0		0	
Spare	78	0		0	
Spare	80	0		0	
Spare	82	0		0	
Spare	84	0		0	
Total	7.2	0.564	2.128		

Converter Building Services Panel L2					
System	Designation	Rated Power	Load Factor	Power Demand	
Spare	Lights	1		1	
Receptacles	FATC 2	3	0.5	0.80	0.4
Spare	Spare	5	0.2	1.00	0.2
Spare	Spare	7	0		0
Spare	Spare	9	0		0
Spare	Spare	11	0		0
Spare	Spare	13	0		0
Spare	Spare	15	0		0
Spare	Spare	17	0		0
Spare	Spare	19	0		0
Spare	Spare	21	0		0
Spare	Spare	23	0		0
Spare	Spare	25	0		0
Spare	Spare	27	0		0
Spare	Spare	29	0		0
Spare	Spare	31	0		0
Spare	Spare	33	0		0
Spare	Spare	35	0		0
Spare	Spare	37	0		0
Spare	Spare	39	0		0
Spare	Spare	41	0		0
FCU 30	4	2.4	0.70	1.68	
Spare	Spare	6	2.4	0.70	1.68
Spare	Spare	8	1.5	0.70	1.05
PAC 30	10	1.5	0.70	1.05	
Spare	Spare	12	1.5	0.70	1.05
Spare	Spare	14	0		0
Spare	Spare	16	0		0
Spare	Spare	18	0		0
Spare	Spare	20	0		0
Spare	Spare	22	0		0
Spare	Spare	24	0		0
Spare	Spare	26	0		0
Spare	Spare	28	0		0
Spare	Spare	30	0		0
Spare	Spare	32	0		0
Spare	Spare	34	0		0
Spare	Spare	36	0		0
Spare	Spare	38	0		0
Spare	Spare	40	0		0
Spare	Spare	42	0		0
Total		13.4	0.78	9.79	

Pittsburg Retail Power Loads Summary (mostly Un-Metered due to electrical configuration)				Assumptions
System	TBC Designation	Rated Power	Load Factor	Power Demand
1 HVAC/Spare Part Room, Indoor Unit	#11U71-FCU19	13.00	0.70	9.10
2 HVAC/Spare Part Room, Outdoor Unit	#11U71-PAC19	14.00	0.70	9.80
Building Services in Conv. Building (rated power not used but actuals)	#OND01+ID01 (sum of converter BLDG panels)	105.70	*	39.70
Total		184.30	*	92.48
Building Services in Operations Build (rated power not used but actuals)	#OND02 + ID01 (operating BLDG panels 1 and 2)	51.60	*	33.88
				[Sales are operated on average of 20 times per day and operate on average of 1 minute per cycle so an assumed 1% load factor is substantial. (General estimation - obtained from TBC Operations manager - Curt Wiebelhaus)]
				[Fax and copy machines are used during normal business hours and on occasion after hours. These machines have a power save function and so a load factor of 20% is assumed. (Operations manager = Curt Wiebelhaus)]
				[Electric Water Heater (EWH1) is assumed to have a load factor of 40% due to minimal usage. Cells highlighted in GREEN are considered to be operational loads and therefore not retail.]
				[Load Factor is based on each individual component. Operational Hours = [365.11]*24]
Estimated Annual unmetered Retail Electric Charges				\$97,591.97

Fixed rate = E-19T Transmission rate (\$0.11448/kWh X 1.085 (8.5% taxes)) = \$0.1242103/kWh

*

POTRERO DESIGN LOADS PER SIEMENS SPECIFICATIONS

Auxiliary Power Loads				
System	TBC Designation	Rated Power	Load Factor	Power Demand
Converter Cooling System	=21U61 +UT1	429.00	0.95	408.00
Converter Hall Chiller System 1	=21U71 -CHL1	136.00	1.00	136.00
Converter Hall Chiller System 2	=21U71 -CHL2	136.00	0.00	0.00
Converter Hall Ventilation System	=21U71 +UX1	68.00	1.00	68.00
Converter Transf. Phase L1, Cooling	=21T01.L1 +G109	11.00	1.00	11.00
Converter Transf. Phase L2, Cooling	=21T01.L2 +G109	11.00	1.00	11.00
Converter Transf. Phase L3, Cooling	=21T01.L3 +G109	11.00	1.00	11.00
Spare Converter Transf.	=21T01.SP +G109	6.00	0.50	3.00
HVAC Aux. Pwr. Room 1, Indoor Unit	=21U71 -FCU11	12.00	1.00	12.00
HVAC Aux. Pwr. Room 1, Outdoor Unit	=21U71 -PAC11	14.00	0.90	13.00
HVAC Aux. Pwr. Room 1, Indoor Unit	=21U71 -FCU12	12.00	0.00	0.00
HVAC Aux. Pwr. Room 1, Outdoor Unit	=21U71 -PAC12	14.00	0.00	0.00
HVAC Aux. Pwr. Room 2, Indoor Unit	=21U71 -FCU13	12.00	1.00	12.00
HVAC Aux. Pwr. Room 2, Outdoor Unit	=21U71 -PAC13	14.00	0.90	13.00
HVAC Aux. Pwr. Room 2, Indoor Unit	=21U71 -FCU14	12.00	0.00	0.00
HVAC Aux. Pwr. Room 2, Outdoor Unit	=21U71 -PAC14	14.00	0.00	0.00
HVAC C&P Room, Indoor Unit	=21U71 -FCU15	8.00	1.00	8.00
HVAC C&P Room, Outdoor Unit	=21U71 -PAC15	9.00	0.90	8.00
HVAC C&P Room, Indoor Unit	=21U71 -FCU16	8.00	0.00	0.00
HVAC C&P Room, Outdoor Unit	=21U71 -PAC16	9.00	0.00	0.00
HVAC Cooling Room, Indoor Unit	=21U71 -FCU17	13.00	1.00	13.00
HVAC Cooling Room, Outdoor Unit	=21U71 -PAC17	14.00	0.90	13.00
HVAC Cooling Room, Indoor Unit	=21U71 -FCU18	13.00	0.00	0.00
HVAC Cooling Room, Outdoor Unit	=21U71 -PAC18	14.00	0.00	0.00
HVAC Spare Part Room, Indoor Unit	=21U71 -FCU19	13.00	1.00	13.00
HVAC Spare Part Room, Outdoor Unit	=21U71 -PAC19	14.00	0.90	13.00
Battery Charger	=20NK11 +G11	35.00	0.20	7.00
Battery Charger	=20NK21 +G11	35.00	0.20	7.00
Transformer 480 / 208 V /75 kVA)	=20NB01 -T01	75.00	0.10	8.00
Building Services in Conv. Building	=20ND01 +ND01	89.00	0.60	53.00
Building Services in Admin. Building	=20ND02 + ND01	50.00	0.60	30.00
UPS for Control System **	=20NG01+NG01	5.00	0.00	0.00
UPS for Control System **	=20NG02+NG01	5.00	0.00	0.00
Total				871.00

Operations Building Services Panel IA Circuit 1					
System	TBC Designati	Rated Power	Load Factor	Power Demand	
TEL Board	1	0.4	0.95	0.38	
FATC-1**	3	0.2	0.95	0.19	
LC2	5	0.2	0.95	0.19	
Server	7	1	0.95	0.95	
Server	9	1	0.95	0.95	
Receptacle	11	1.1	0.85	0.935	
Receptacle	13	0.9	0.85	0.765	
Receptacle	15	0.9	0.85	0.765	
Fax/Copy	17	1	0.15	0.15	
Fax/Copy	19	1	0.15	0.15	
Fax/Copy	21	1	0.15	0.15	
Receptacle	23	1.1	0.75	0.825	
Receptacle	25	0.7	0.75	0.525	
Receptacle	27	0.4	0.75	0.3	
Refrigerator	29	1	0.75	0.75	
Kitchen Receptacles	31	1	0.75	0.75	
Kitchen Receptacles	33	1	0.75	0.75	
Duct Smoke Detector	35	0.2	0.95	0.19	
Spare	37	0	0	0	
Spare	39	0	0	0	
Spare	41	0	0	0	
Lights	2	1.2	0.95	1.14	
Lights	4	1	0.95	0.95	
Lights	6	1	0.95	0.95	
Lights	8	0.3	0.42	0.126	
Wall Lights	10	0.3	0.42	0.126	
	12	3.7	0.65	2.405	
	14	3.7	0.65	2.405	
PAC 40	16	3.7	0.65	2.405	
	18	3.7	0.65	2.405	
	20	3.7	0.65	2.405	
PAC 41	22	3.7	0.65	2.405	
	24	0.1	0.65	0.065	
FCU 40	26	0.1	0.65	0.065	
SPARE	28	0	0.01	0	
	30	0.1	0.65	0.065	
FCU 41	32	0.1	0.65	0.065	
Attic Lights/Receptacle	34	1	0.01	0.01	
	36	0.1	0.65	0.065	
FCU 42	38	0.1	0.65	0.065	
Attic Lights/Receptacle	40	1	0.01	0.01	
Receptacles	42	0.5	0.75	0.375	
Total		43.2	0.653077	28.172	

Operations Building Services Panel IA Circuit 2					
System	TBC Designati	Rated Power	TBC Designati	Rated Power	Load Factor
Outside Receptacle		43	0.2	0.01	0.002
Kitchen Receptacle		45	1	0.75	0.75
Disposal		47	1	0.01	0.01
Ceiling Receptacle		49	0.5	0.01	0.005
Spare		51	0	0	0
Quad		53	0.4	1	0.4
SPARE		55	0	0	0
		57	0	0	0
		59	0.1	0.95	0.095
G-50A		61	0.1	0.95	0.095
Spare		63	0	0	0
Spare		65	0	0	0
Spare		67	0	0	0
Spare		69	0	0	0
Spare		71	0	0	0
Spare		73	0	0	0
Spare		75	0	0	0
Spare		77	0	0	0
Spare		79	0	0	0
Spare		81	0	0	0
Spare		83	0	0	0
EWH-1		44	1	0.35	0.35
Spare		46	1	0.35	0.35
Spare		48	0	0	0
Spare		50	0	0	0
Siemens CUB		52	0.5	0.95	0.475
		54	0.1	0.65	0.065
FCU 43		56	0.1	0.65	0.065
		58	0.1	0.65	0.065
FCU 44		60	0.1	0.65	0.065
		62	0.1	0.65	0.065
FCU 45		64	0.1	0.65	0.065
		66	0.1	0.65	0.065
FCU 46		68	0.1	0.65	0.065
		70	0.1	0.65	0.065
FCU 47		72	0.1	0.65	0.065
		74	0.1	0.95	0.095
BCC 1		76	0.1	0.95	0.095
		78	0.1	0.95	0.095
BCC 2		80	0.1	0.95	0.095
Spare		82	0	0	0
Spare		84	0	0	0
Total		7.2	0.65125	3.562	

Converter Building Services Panel H				
System	Designation	Rated Power	Load Factor	Power Demand
Site Pole Light	1	3	0.42	1.26
Site Pole Light	3	3	0.42	1.26
Site Pole Light	5	3	0.42	1.26
Site Pole Light	7	3	0.42	1.26
Site Pole Light	9	3	0.42	1.26
Site Pole Light	11	3	0.42	1.26
Site Pole Light	13	3	0.42	1.26
Site Pole Light	15	3	0.42	1.26
Wall Lights	17	3	0.42	1.26
Wall Lights	19	3	0.42	1.26
Converter Hall Lights	21	3	1	3
Converter Hall Lights	23	3	1	3
Spare	25	0	0	0
Spare	27	0	0	0
Spare	29	0	0	0
Spare	31	0	0	0
Spare	33	0	0	0
Spare	35	0	0	0
Panel 'L1' (See Panel L1 Details)	37	0	0	0
Panel 'L1' (See Panel L1 Details)	39	0	0	0
Panel 'L1' (See Panel L1 Details)	41	0	0	0
POLE LTS	2	0.2	0.42	0.084
Spare	4	0.2	0.42	0.084
Spare	6	0	0	0
Spare	8	0	0	0
Spare	10	0	0	0
Spare	12	0	0	0
Spare	14	0	0	0
Spare	16	0	0	0
Spare	18	0	0	0
Spare	20	0	0	0
Spare	22	0	0	0
Maintenance Socket	24	0	0	0
Maintenance Socket	26	3	0.01	0.03
Maintenance Socket	28	3	0.01	0.03
Maintenance Socket	30	3	0.01	0.03
Maintenance Socket	32	3	0.01	0.03
Maintenance Socket	34	3	0.01	0.03
Maintenance Socket	36	3	0.01	0.03
Maintenance Socket	38	3	0.01	0.03
Maintenance Socket	40	3	0.01	0.03
Total	63.4	0.31	19.038	

Converter Building Services Panel L1 Circuit 1				
System	Designation	Rated Power	Load Factor	Power Demand
Irrigation Control		1	0.2	0.2
Gate A Panel		3	1.4	0.01
CAMERA LTS		5	1.4	0.01
CAMERA LTS		7	0.2	0.42
CAMERA LTS		9	0.2	0.42
SPARE		11	0	0
SPARE		13	0	0
SPARE		15	0	0
SPARE		17	0	0
Valve Heater		19	0.2	0
Valve Heater		21	0.2	0
WP REC		23	0.2	0.002
WP REC		25	0.2	0.002
WP REC		27	0.2	0.002
WP REC		29	0.5	0.005
WP REC		31	0.2	0.002
WP REC		33	0.2	0.002
WP REC		35	0.2	0.002
WP REC		37	0.2	0.002
WP REC		39	0.2	0.002
WP REC		41	0.2	0.002
C&P RM Lights		2	1	0.95
C&P RM Lights		4	1	0.95
AUX PWR RM Lights		6	1	0.95
PUMP RM Lights		8	1	0.95
WALL LIGHTS		10	0.5	0.42
Recepticles		12	0.9	0.675
Recepticles		14	1.1	0.825
Recepticles		16	1.3	0.975
Recepticles		18	0.5	0.375
SPARE		20	0	0
BEF 1		22	0.5	0
BEF 2		24	0.5	0
CONV EXIT LTS		26	0.2	1
LCC1		28	0.2	0.2
WP REC		30	0.2	0.002
WP REC		32	0.2	0.002
Spare		34	0.2	0.002
Spare		36	0	0
Panel 'L2' (See Panel L2 Details)		38	0	0
Panel 'L2' (See Panel L2 Details)		40	0	0
Total		42	0	0
Total		63.4	0.31	19.038

Converter Building Services Panel L1 Circuit 2				
System	Designation	Rated Power	Load Factor	Power Demand
CCTV CAMERAS S	43	0.5	1	0.5
DELUGE PANEL***	45	0.4	1	0.4
CCTV CAMERAS N	47	0.5	1	0.5
Power Gate A	49	1.2	0.01	0.012
Power Gate A	51	1.2	0.01	0.012
Receptacles	53	0.9	0.75	0.675
Receptacles	55	0.7	0.75	0.525
Thermostats	57	0.2	1	0.2
Spare	59	0	0	0
Thermostats	61	0.2	1	0.2
Spare	63	0	0	0
Spare	65	0	0	0
Spare	67	0	0	0
Spare	69	0	0	0
Spare	71	0	0	0
Spare	73	0	0	0
Spare	75	0	0	0
Spare	77	0	0	0
Spare	79	0	0	0
Spare	81	0	0	0
Spare	83	0	0	0
DATA GATHER BOX	44	0.5	1	0.5
DUCT Smoke DET**	46	0.2	1	0.2
BURGLAR ALARM	48	0.2	1	0.2
Spare	50	0	0	0
Spare	52	0	0	0
Spare	54	0	0	0
Spare	56	0	0	0
OUTSIDE REC	58	0.2	0.01	0.002
Spare	60	0	0	0
Spare	62	0	0	0
Spare	64	0	0	0
Spare	66	0	0	0
Spare	68	0	0	0
Spare	70	0	0	0
Spare	72	0	0	0
Spare	74	0	0	0
Spare	76	0	0	0
Spare	78	0	0	0
Spare	80	0	0	0
Spare	82	0	0	0
Spare	84	0	0	0
Total	6.9	0.733076923		3.926

Converter Building Services Panel 12				
System	Designation	Rated Power	Load Factor	Power Demand
Lights	1	1	0.42	0.42
Receptacles	3	0.5	0.75	0.375
FATC-2***	5	0.2	1.00	0.2
Spare	7	0	0	0
Spare	9	0	0	0
Spare	11	0	0	0
Spare	13	0	0	0
Spare	15	0	0	0
Spare	17	0	0	0
Spare	19	0	0	0
Spare	21	0	0	0
Spare	23	0	0	0
Spare	25	0	0	0
Spare	27	0	0	0
Spare	29	0	0	0
Spare	31	0	0	0
Spare	33	0	0	0
Spare	35	0	0	0
Spare	37	0	0	0
Spare	39	0	0	0
Spare	41	0	0	0
FCU-30	2	2.4	0.65	1.56
	4	2.4	0.65	1.56
	6	2.4	0.65	1.56
PAC-30	8	1.5	0.65	0.975
	10	1.5	0.65	0.975
	12	1.5	0.65	0.975
Spare	14	0	0	0
Spare	16	0	0	0
Spare	18	0	0	0
Spare	20	0	0	0
Spare	22	0	0	0
Spare	24	0	0	0
Spare	26	0	0	0
Spare	28	0	0	0
Spare	30	0	0	0
Spare	32	0	0	0
Spare	34	0	0	0
Spare	36	0	0	0
Spare	38	0	0	0
Spare	40	0	0	0
Spare	42	0	0	0
Total		13.4	0.67	8.6

Potrero Retail Power Loads Summary (mostly Un-Metered due to electrical configuration)				Assumptions
System	Designation	Rated Power	Load Factor	Power Demand
1	HVAC Spare Part Room, Indoor Unit =11U71-FCU19	13,000	0.65	8,45
2	HVAC Spare Part Room, Outdoor Unit =11U71-FAC19	14,000	0.65	9,10
Building Services in Conv. Building [rated power not used but actuals]	=10ND01-NB01 [sum of converter BLDG panels] =10ND02-NB01 [operating BLDG panels 1 and 2]	100.10 50.40	* * *	39.25 31.73
Total		177.50	*	88.53
PGE Retail Power Billing (Potrero)				
	Power Demand			88.53
	Operational Hours in Year			84,96
	PGE Fixed rate Billing			0.1242
	Estimated Annual unmetered Retail Electric Charges			\$93,428.43

Fixed rate = E-197 Transmission rate (\$0.11448/kWh X 1,085 (8.5% taxes) = \$0.1242108/kWh
 * 3 x 600kW Generac Generators (1.8 MW) - backup for load at each station.

EXHIBIT 2

AMENDMENT TO SPECIAL AGREEMENT
FOR
UNMETERED ELECTRICAL SERVICE – LIMITED EXCEPTION
BETWEEN
TRANS BAY CABLE LLC
AND
PACIFIC GAS AND ELECTRIC COMPANY
FOR THE TRANS BAY CABLE TRANSMISSION LINE

This Amendment ("Amendment"), dated as of the Effective Date, is entered into by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"), and TRANS BAY CABLE LLC, a Delaware limited liability company ("TBC") (either entity a "Party" or collectively the "Parties").

RECITALS

Whereas, the Parties entered into a Special Agreement for Unmetered Electrical Service – Limited Exception Between Trans Bay Cable LLC and Pacific Gas and Electric Company for the Trans Bay Cable Transmission Line ("Agreement"), dated as of August 7, 2017; and

Whereas, the Parties desire to enter into this Amendment to correct the Agreement as set forth below;

NOW, THEREFORE, it is agreed:

1. **Amendment to Agreement**: Paragraph 5 of the Agreement is hereby amended to replace "average E-19P rate" with "average E-19T rate."
2. **No waiver**: Except as specifically provided above, this Amendment shall in no way operate as a consent, waiver, forbearance under any provision of the Agreement, and all of the terms of the Agreement shall remain in full force and effect.
3. **Effective Date**: This Amendment shall become effective as of the later of the Execution Date of this Amendment or the effective date of the Agreement.
4. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of

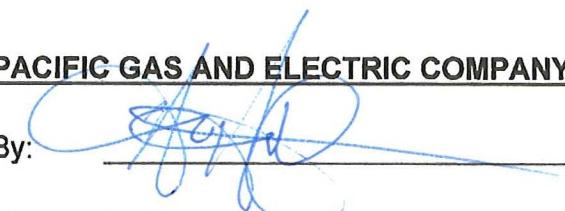
conflict of law. To the extent enforceable at such time, each Party waives its respective rights to any jury trial with respect to any litigation.

5. Unless otherwise expressly ordered by the California Public Utilities Commission, this Agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.
6. If any provision in this Agreement is determined to be invalid, void, or unenforceable by the California Public Utilities Commission or any court having proper jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.
7. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail ("email") transmission of a PDF file will be deemed as effective as delivery of an originally executed counterpart. Each Party delivering an executed counterpart of this Agreement by facsimile or email transmission will also deliver an original executed counterpart, but the failure of any Party to deliver an original executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.
8. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Except to the extent provided for, no amendment to or modification of this Agreement shall be enforceable unless reduced to writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. The term "including" when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below ("Execution Date")

PACIFIC GAS AND ELECTRIC COMPANY

By:



Name: Aaron August

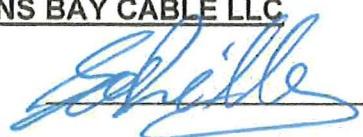
Title: Director, Business Energy Solutions

Date:



TRANS BAY CABLE LLC

By:



Name: Sean O'Reilly

Title: Chief Operating Officer

Date:

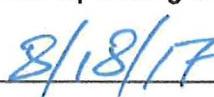


EXHIBIT 3



January 25, 2019

Pacific Gas and Electric Company
77 Beale Street
San Francisco, CA 94105
Attention: Alyssa Koo

Re: Special Agreement for Unmetered Electric Service

Dear Ms. Koo:

Reference is made to that certain Special Agreement for Unmetered Electrical Service – Limited Exception between Trans Bay Cable LLC (“TBC”) and Pacific Gas and Electric Company (“PG&E”) for the Trans Bay Cable Transmission Line executed August 7, 2017 (the “Special Agreement”). Capitalized terms have the definitions ascribed to them in the Special Agreement unless otherwise defined in this letter.

Pursuant to Section 3 of the Special Agreement, TBC hereby notifies PG&E that TBC is aware of material modification to the retail loads at both its converter station as a result of new information regarding the retail load demands. TBC has installed meters at both its facilities to track previously unmetered retail load and compared those outputs with those utilized in Attachment A to the Special Agreement. Based on TBC’s calculation, from March 2018 to current, TBC has overpaid the Monthly Retail Adder by an estimated total sum of \$154,000 and formally requests refund of the overpayment. TBC is open to any review and other inspections as required by the Special Agreement for the verification of its findings.

Please contact the undersigned to discuss the matter at your earliest convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lennéal K. Gardner".

Lenneal K. Gardner
Corporate Counsel
TRANS BAY CABLE LLC

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